
Interim Superintendent Contract

This Contract is entered into between the Board of Trustees (the "Board") of WESLACO INDEPENDENT SCHOOL DISTRICT (the "District") and RICHARD RIVERA, Ed. D. (the Interim Superintendent, herein "Interim Superintendent").

The Board and the Interim Superintendent, for and in consideration for the terms stated in this Contract, hereby agree as follows:

1. **Term.** The Board agrees to employ the Interim Superintendent, on an at-will basis, beginning January 3, 2023, through June 30, 2023, subject to the termination provisions of paragraph 8 below, or until the District enters into a contract with a permanent Superintendent. The Board and the Interim Superintendent ("Parties") may extend the term of this Contract by agreement.
2. **Certification and Credentials.** The Interim Superintendent represents that any records or information provided in connection with his employment application are true and correct. The Interim Superintendent shall provide the Board, throughout the life of this contract, with a valid and appropriate certificate to act as a Superintendent in the State of Texas. If the Interim Superintendent's certification expires, is canceled, or is revoked, this Contract is void.
3. **Representations.** At the beginning of this Contract, and at any time during this Contract, the Interim Superintendent agrees to submit to a review of his national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. The Interim Superintendent also agrees to notify the Board, in writing, of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Interim Superintendent, before or during the term of this contract.
4. **Duties.** The Interim Superintendent agrees to perform the duties of Superintendent for the duration of this Contract, acting in an interim status. The Interim Superintendent agrees to devote one hundred percent of his time, skill, labor, and attention to her duties as Interim Superintendent during the term of this Contract.
5. **Outside Employment:** The Interim Superintendent may, with advance approval of the Board, undertake consulting work, speaking engagements, writing, lecturing, or other outside professional duties and obligations that do not conflict or interfere with the Interim Superintendent's professional responsibilities to the District. For any such outside employment, the Interim

Superintendent agrees to comply with applicable ethics rules, laws, and Board policy regarding reporting potential and actual conflicts of interest. In addition, the Interim Superintendent agrees to provide information regarding income from such activities to the District as necessary for financial reporting requirements.

6. **Compensation.** The Board agrees to pay the Interim Superintendent a salary in the amount of One Thousand One Hundred Seventeen Dollars and Thirty-Nine Cents (\$1,117.39) per day for actual days worked during District business days as provided in the 2022-2023 official District calendar. Interim Superintendent will also be paid for work performed on January 3, 2023.
7. **Benefits:** The Board shall provide benefits to the Interim Superintendent as provided by state law and Board policies. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion. Interim Superintendent shall be provided with a laptop computer and any other equipment necessary for him to perform his duties. All equipment provided to the Interim Superintendent remains the property of the District.
 - 7.1 *Vacation, Holidays, and Leave:* The Interim Superintendent shall receive ten days of annual vacation, prorated in accordance with the actual period of time the Interim Superintendent provides services under this Contract. The Interim Superintendent shall schedule vacation days with the President of the Board. The Interim Superintendent shall also receive all local leave, holidays, and breaks observed by the District for administrators on 12-month contracts, on a prorated basis, for the period of time the Interim Superintendent provides services under this Contract.
 - 7.2 *Car/Travel Allowance:* The District shall provide the Interim Superintendent with a car/travel allowance of One Thousand Dollars and No/Cents (\$1,000.00) per month. The Interim Superintendent shall receive no other compensation for travel within Hidalgo County. The District shall compensate/reimburse the Interim Superintendent for all travel to and from points outside of Hidalgo County in accordance with section 7.3 of this Contract.
 - 7.3 *Expenses:* The District shall pay or reimburse the Interim Superintendent for reasonable expenses incurred by the Interim Superintendent in the performance of his duties under this Contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations,

meals, rental car, and other expenses incurred in the performance of the business of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.

8. Termination or Suspension.

8.1 Without Cause: Each party has the right to terminate this Contract, without cause, upon two weeks' notice to the other party. The District is not liable for any compensation to the Interim Superintendent beginning on the effective date of the termination of this Contract.

8.2 Good Cause: The Board may suspend the Interim Superintendent's employment, with or without pay, or terminate this Contract for good cause as determined by the Board.

8.3 Non-Chapter 21 Contract: The Parties further agree that the Interim Superintendent is being retained on a temporary or substitute basis and that the Interim Superintendent's relationship with the Board and the District is not governed by Texas Education Code chapter 21. In the event of termination or suspension without pay under Paragraph 8.2 above, the Interim Superintendent will be provided with an opportunity for hearing that comports with due process requirements.

9. General Provisions.

9.1 Amendment: This Contract may not be amended except by written agreement of the Parties.

9.2 Severability: If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.

9.3 Entire Agreement: All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Interim Superintendent are superseded by this Contract. This Contract, and any addenda, constitutes the entire agreement between the Parties.

9.4 Applicable Law and Venue: Texas law shall govern construction of this Contract. The Parties agree that venue for any litigation relating to the Interim Superintendent's employment with the District, including this

Contract, shall be the county in which the District's administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the District's administration building is located.

- 9.5 **Paragraph Headings:** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.

10. **Notices.**

10.1 **To the Interim Superintendent:** The Interim Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. The Interim Superintendent agrees that the Board may meet any legal obligation it has to give Interim Superintendent written notice regarding this Contract or the Interim Superintendent's employment by hand-delivering the notice to the Interim Superintendent or by sending the notice by certified mail, regular mail, and/or express delivery service to the Interim Superintendent's address of record.

10.2 **To the Board:** The Board agrees that the Interim Superintendent may meet any legal obligation he has to give the Board written notice regarding this Contract or the Interim Superintendent's employment by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Interim Superintendent may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.

I have read this Contract and agree to abide by its terms and conditions:



Dr. Richard Rivera
Interim Superintendent

Date signed: 1-4-23

*Approved by the Weslaco Independent School District Board of Trustees on
January 2, 2023:*

Weslaco Independent School District



Jaclyn Sustaita President, Board of Trustees

Date signed: January 5, 2023